

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

*P.O. Box 420603
CA 94142-0603*



SCOPE OF WORK PROVISION

FOR

DREDGER OPERATING ENGINEER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO AND YUBA COUNTIES

**MEMORANDUM OF AGREEMENT
(Contract Extension/Amendment)**

THIS AGREEMENT, made and entered into this 1st day of July, 1998, by and between DREDGING CONTRACTORS ASSOCIATION ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

The parties open their 1996-1999 Master Dredging Agreement for Clamshell and Dipper Dredge and Hydraulic Suction Dredge Agreement and amend it as follows:

1. Add a new Section 12.13.00, Supplemental Dues: In addition to any amount specified as and for Vacation and Holiday benefits in section 12.06.00 of this Master Agreement, the amount of 10 cents (\$.10) per hour for each hour paid for or worked shall be added and specifically designated as Supplemental Dues effective for all work performed on and after December 28, 1998; twenty cents (\$.20) per hour effective for all work performed on or after July 1, 1999; thirty cents (\$.30) per hour effective for all work performed on or after July 1, 2000, and forty cents (\$.40) effective for all hours work performed on or after July 1, 2001. These amounts shall be "new money." Upon the execution of a proper authorization as required by law, the amount set forth shall be transmitted from the Vacation-Holiday benefit of each Employee performing work or being paid under this Agreement and shall be remitted directly to the Union. These amounts specified herein shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 04.02.00, Union Security, of the Master Agreement for Northern California between the Union and Associated General Contractors of California, Inc. which is incorporated into this Agreement through Section 19.01.00. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

2. Exhibit A, Substance Abuse, Section IV: The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse affect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. **The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees. ARP shall continue to provide an educational program for the Individual Employers for their Employees and shall, to the maximum extent possible, train all Employees of all Individual Employers who implement this Policy.**

3. Exhibit A, Substance Abuse, Section VII, Type of Permissive Testing:

Add a new subsection E which reads: **An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Employer may establish two random testing pools, one for DOT regulated Employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and Employees prior to implementing a random drug testing program.**

Subsection E, DOT Regulated Employees, becomes Subsection F, and Subsection G, Owner/Awarding Agency requirements becomes Subsection H.

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4. Exhibit A, Substance Abuse add a new provision which reads:

Time of Dispatch Screening by the Job Placement Center: The parties shall establish a joint committee to determine whether there is a feasible means by which the Job Placement Centers can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

5. Economics:

July 1, 1998

In addition to the previously negotiated seventy-five cents (\$.75) per hour increase, wages and fringe benefits are adjusted as follows:

\$.06 per hour increase to Job Placement Fund for a total of \$.10 (effective July 1, 1998)

December 28, 1998

\$.10 per hour for supplemental dues.

July 1, 1999

1. \$1.05 per hour for all classifications, to be allocated by the Union to wages, Health and Welfare and/or Pensioned Health and Welfare (effective date of allocations to Trust Funds effective the last Monday in June consistent with the parties' practice).

2. \$.10 per hour for Supplemental Dues.

3. \$.01 per hour for Affirmative Action Trust.

July 1, 2000

1. \$1.10 per hour for all classifications, to be allocated by the Union to wages, Health and Welfare and/or Pensioned Health and Welfare (effective date of allocations to Trust Funds effective the last Monday in June consistent with the parties' practice).

2. \$.10 per hour for Supplemental Dues.

3. \$.01 per hour for Affirmative Action Trust.

July 1, 2001

1. \$.85 per hour for all classifications, to be allocated by the Union to wages, Health and Welfare and/or Pensioned Health and Welfare (effective date of allocations to Trust Funds effective the last Monday in June consistent with the parties' practice.)

2. \$.10 per hour for Supplemental Dues (effective July 1, 2001).

3. \$.01 per hour for Affirmative Action Trust. *Training*

The wage and fringe benefit rates are attached hereto.

6. Retiree Addendum: (3) Is requested to work during the months of ~~July~~ April through ~~October~~ November of any calendar year.

7. Section 21.02.00: This Agreement shall become effective on July 1, 1996, and shall continue in force and effect until June 30, ~~1999~~ 2002, and from year to year thereafter unless either of the parties shall notify the other in writing, giving at least sixty (60) days' notice, prior to June 30, ~~1999~~ 2002, or to June 30 of any year for which it may have been automatically renewed, that it desires to terminate or to modify this Agreement.

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IN WITNESS WHEREOF, the parties hereto set their hands and seals by their respective officers duly authorized to do so this 12th day of August, 1998.

EMPLOYER:

DREDGING CONTRACTORS ASSOCIATION

Everett P. Paup
Signature

EVERETT P. PAUP 7-31-98
Print Name Date

V.P. DCAC
Print Title

Albert J. Hansen
Signature

Albert J. Hansen
Print Name Date

Secretary
Print Title

Bruceley T. J. Hansen
Signature

Bruceley T. J. Hansen 7/31/98
Print Name Date

V.P. - G.L.D+D.
Print Title

UNION:

OPERATING ENGINEERS LOCAL UNION
NO. 3 of the International Union of
Operating Engineers, AFL-CIO

James T. B...
President

Robert L. Wise
Recording Corresponding Secretary

James R. Rosen
Business Manager

Wax Spurgem
Treasurer

Bob B...
District Representative

Roger Wilson
Business Representative

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Dredging Contractors Assn.

**MASTER DREDGING AGREEMENT
CLAMSHELL AND DIPPER DREDGE
AND
HYDRAULIC SUCTION DREDGE
AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of July, 1996, by and between DREDGING CONTRACTORS ASSOCIATION ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 GENERAL PROVISIONS

01.01.00 Definitions

01.01.01 The term "Employer" as used herein shall mean the Dredging Contractors Association.

01.01.02 Individual Employer. The term "Individual Employer" shall mean only those persons or entities who have authorized the Dredging Contractors Association (Employer) to represent them with respect to collective bargaining with the Union. The Employer has provided the Union with a list of the Individual Employers at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers it represents.

01.01.03 The term "Union" as used herein shall mean the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO.

01.01.04 The term "Employee" as used herein shall mean any person, without regard to race, religion, color, handicap, age, sex, national origin, handicap or disability (as provided for in the Americans with Disabilities Act of 1990); and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

- (a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or
- (b) who operates, monitors and controls, maintains, repairs, assembles, erects, services or each or all of them, power-operated equipment, of the type or kind of equipment used in the performance of work referred to in (a) above, regardless of whether such equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and
- (c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above and who qualifies to register in a Job Placement Center; provided that the foregoing shall exclude superintendents, assistant superintendents, general foremen, timekeepers, messenger boys, guards, confidential employees, office help, inspectors and persons specifically excluded elsewhere in

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CONTRACTS

this Agreement. The excluded shall not perform any of the above work.

01.01.05 When any Individual Employer uses anyone other than a guard to perform guarding duties, it shall use an Employee covered by this Agreement. The guard's duties are limited to security. Individual Employer retains the option whether to have the dredge guarded or to have a watchman on board.

01.02.00 Unit Work. This Agreement shall cover and apply to all the Individual Employer's on-site activities in the area covered by this Agreement falling in the Union's recognized jurisdiction as more particularly described in Section 01.02.01 and 01.02.02 below.

01.02.01 This Agreement shall cover all hydraulic and suction dredging work carried on by the Individual Employer within the Union's territorial jurisdiction. The term "hydraulic and suction dredging work" herein is understood to include the operation of hydraulic suction operations where regular hydraulic dredge equipment is used on shore, towing dredge to and from jobsite and the maintenance and repair on the jobsite and in the Individual Employer's yard and shop, including the operation of all power machine tools, of all the equipment the Employees operate. Any classification not shown herein shall take the heavy construction rates and working conditions set forth in this Agreement.

01.02.02 This Agreement shall cover all clamshell and dipper dredging work carried on by the Employer within the Union's territorial jurisdiction as provided in (a) and (b) below. The term "clamshell and dipper dredging work" herein is understood to include all clamshell and dipper equipment, towing dredge to and from the jobsite, and the maintenance and repair on the jobsite and in the Individual Employer's yard and shop (including the operation of all power machine tools), of all the equipment the Employees operate.

(a) **NEW CONSTRUCTION.** On all new construction projects, clamshell or dipper dredges removing material for piers, bridge piers, gas, water, oil, sewer pipelines, underwater tunnels, tubes, or vehicular tubes, shall take the wage rates set forth in Section 05.01.00 hereof, and the working conditions of this Agreement.

(b) **ALL OTHER CLAMSHELL AND DIPPER DREDGING.** All other clamshell and dipper dredging work not included in (a) above shall take the wage rates set forth in Section 05.01.00 hereof and the working conditions of this Agreement.

01.03.00 Coverage. This Agreement shall cover and apply to Northern California, which term means that portion of the State of California above the northerly boundary of Kern County, the northerly boundary of San Luis Obispo County, and the westerly boundaries of Inyo and Mono Counties. This Agreement also covers Northern Nevada, which term means that portion of the State of Nevada above the northerly bound-

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aries of Esmeralda, Nye and Lincoln Counties. This Agreement also covers the State of Utah.

01.03.01 This Agreement shall cover and apply to all Employees, except that it shall not cover or apply to superintendents, assistant superintendents, general foremen, timekeepers, messenger boys, guards, confidential employees and office help.

01.04.00 *Additional Individual Employers.*

01.04.01 The Employer shall be the sole judge of the qualifications for membership of any person or entity applying for membership therein. This Agreement shall not be construed as consent in advance by Employer to any person or entity becoming a member thereof.

01.05.00 *Bid Specifications/Public Works Projects - California Prevailing Wage Law, Davis-Bacon Act and Related Statutes.* If an Individual Employer is submitting a bid for a public job or project being awarded by a Federal, State, County, City, or other public agency which is to be performed pursuant to a Construction Prevailing Wage Determination by the Department of Industrial Relations, State of California, or a General Wage Determination Decision by the Employment Standards Administration, U.S. Department of Labor, pursuant to the Davis-Bacon Act or related statutes, and there are non-signatory or non-union employers on the Planholders List or if there is no bid list published, the Individual Employer may bid the project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the Bid Specifications for the job or project; and if the job or project is to continue beyond the expiration date of this Agreement, the Market and Geographic Area Committee provided for in 01.06.00 shall determine the wage and fringe benefit rates applicable beyond the expiration date with such determination to be made prior to bidding the job or project.

If either the Department of Labor or the Department of Industrial Relations, State of California, changes the method by which Prevailing Wage Determinations are made during the term of this Agreement, the above provisions shall no longer be applicable, and the parties agree to immediately meet and develop an alternative application of the terms of this Agreement to the bidding of public work. If a public project is exempt from the application of existing prevailing wage laws (charter city, etc.) and the wage and fringe benefit rates are less than those set forth in this Agreement, approval shall be obtained from the Market Area Committee prior to bidding at the bid specification rates.

01.06.00 *Market/Geographic Area Committee. (Private Work - Not to Exceed \$1,000,000).* The parties to this Agreement recognize the constantly changing nature of the industry with respect to certain private market and/or geographic areas and the necessity of Individual Employers maintaining competitive positions in those markets or geographic areas to protect

03.02.03 The parties hereto declare their mutual intent that hiring and manning pursuant to this Agreement be consistent with all applicable legal requirements and specifically, that hiring and manning for new construction as defined in Section 01.02.02(a) of this Agreement be in compliance with the applicable requirements for minority utilization provided in the amended Consent Decree in Civil Case No. C-71-1277, RFP, dated March 7, 1980, or as modified.

03.03.00 Any Employee performing work under this Agreement shall be on the Individual Employer's payroll unless otherwise agreed to by the Union and the Individual Employer.

04.00.00 WORKING RULES

04.01.00 The full crew employed in the operation of a dredge shall all commence work at the designated starting time of the shift. When more than one shift is worked, shifts shall run consecutively unless mutually agreed upon otherwise at the pre-job conference.

04.02.00 When a shore crew is required on any shift, there shall be at least two (2) Employees on the shift at a jobsite.

04.03.00 Travel time to and from the dredge shall be paid at straight-time rates, including fringe benefits, in fifteen (15) minute increments. This provision shall not be construed to mean that starting time and/or quitting time is at the dock, shore or pier.

05.00.00 WAGES

05.01.00 *Employees Covered.* On all work covered by this Agreement, when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with 03.00.00 and the Job Placement Regulations of the Master Agreement with the Associated General Contractors of California, Inc., and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00 of the Master Agreement. The definitions of Area 1 and Area 2 are the same as those set forth in the Master Construction Agreement.

Hydraulic Suction Dredge
and

Clamshell and Dipper Dredge

CLASSIFICATIONS

Straight-Time Hourly Wage Rate
Effective Dates

Group I (2 classifications)

	7/1/96	7/1/97	7/1/98
Area 1	\$30.29	+\$.75	+\$.75
Area 2	\$32.29	+\$.75	+\$.75

2095 1. Day Mate (Captain)
4011 2. Leverman/Operator

*No additional 5¢.
+ 5¢ DEFENSE ALLOCATION
SUB TOTAL OF \$1.96*

Group IA (1 classification)

\$.50 per hour over highest paid employee of Levee Crew.

3971 1. Levee Foreman

Group II (2 classifications)

	7/1/96	7/1/97	7/1/98
Area 1	\$25.33	+\$.75	+\$.75
Area 2	\$27.33	+\$.75	+\$.75

2371 1. Dredge Dozer

3421 2. HDR/Welder

Group III (7 classifications)

	7/1/96	7/1/96	7/1/96
Area 1	\$24.21	+\$.75	+\$.75
Area 2	\$26.21	+\$.75	+\$.75

0811 1. Booster Pump Operator

2171 2. Deck Engineer

2201 3. Deck Mate

2385 4. Dredge Tender

8871 5. Watch Engineer

8911 6. Welder

9021 7. Winchman

Group IV (5 classifications)

	7/1/96	7/1/97	7/1/98
Area 1	\$20.91	+\$.75	+\$.75
Area 2	\$22.91	+\$.75	+\$.75

0523 1. Bargeman

2163 2. Deckhand

2873 3. Fireman

4003 4. Leveehand

5193 5. Oiler

05.02.00 When crew is boarded by the Individual Employer, a sum not to exceed ten dollars (\$10.00) per day shall be charged for board and lodging, except when notice of absence is given. No deduction of less than a day. There shall be no charge unless the cook is present.

05.02.01 Employees covered by this Agreement who work in classifications not listed above shall receive the wage rate for the appropriate classification in the current Master Construction Agreement, in Areas 1 and 2 as applicable, and the working conditions of this Agreement.

06.00.00 HIGHER WAGES

06.01.00 Where a higher rate of wages is being paid than herein stipulated, nothing in this Agreement shall be construed as lowering such wages.

07.00.00 CHANGE QUARTERS

07.01.00 It is understood that all Employees covered by this Agreement shall be provided with proper quarters within a reasonable distance of their work